

ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE

In accordance with Section 5.12 of the Settlement Agreement and Release dated January 10, 2019, among PHILIPS BRYANT PARK LLC, PHIL COLUMBO and MICHAEL STRAUSS ("Defendants") and ADNREW CHANG and RYAN SANTOS ("Plaintiffs") ("Settlement Agreement"), the parties therein, through their respective counsel, agree to amend the Settlement Agreement as follows:

1. Amendment to Paragraph 3.5 of Settlement Agreement

Paragraph 3.5(A) of the Settlement Agreement shall be deleted and replaced by the following:

"After deduction of all court-approved Service Awards, Release Payment, fees, expenses and costs from the Gross Settlement Fund (the "Net Settlement Amount"), Individual Settlement Allocations will be computed based on the number of workweeks worked by Class Members during the Class Period. The Settlement Allocations shall be made in accordance with the dates of employment set forth in the confidential document provided by Defendants' Counsel. Amounts otherwise allocated to claimants who opted-out shall be considered "unclaimed funds" pursuant to Section 3.5(C) and applied to Defendants' payment of employer tax contributions."

2. General

(a) This Addendum to the Settlement Agreement may be executed in counterparts and circulated electronically or by facsimile, and all counterparts, taken together, shall constitute one and the same instrument.

(b) All questions with respect to the construction of this Addendum to the Settlement Agreement, and the rights and liabilities of the parties hereto, shall be adjudicated by The Honorable Laura T. Swain, United States District Court Judge for the Southern District of New York.

WE AGREE TO THESE TERMS,

**Counsel to the Named Plaintiffs,
FLSA Collective Plaintiffs
and Class Members:**

By: _____

C.K. Lee, Esq.

Dated: 6-5-2020

Counsel to Defendants

By: _____

Arthur Robb, Esq.

Dated: 6/5/2020